

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NO. W912DR-04-R-0001		2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50px;"></td> <td>A. SEALED BID</td> </tr> <tr> <td>X</td> <td>B. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>C. NEGOTIATED (RFQ)</td> </tr> </table>			A. SEALED BID	X	B. NEGOTIATED (RFP)		C. NEGOTIATED (RFQ)
	A. SEALED BID										
X	B. NEGOTIATED (RFP)										
	C. NEGOTIATED (RFQ)										
INSTRUCTIONS											
<p>NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.</p> <p>YOU ARE CAUTIONED TO NOTE THE "CERTIFICATION OF NON-SEGREGATED FACILITIES" IN THE SOLICITATION. FAILURE TO AGREE TO THE CERTIFICATION WILL RENDER YOUR REPLY NONRESPONSIVE TO THE TERMS OF SOLICITATIONS INVOLVING AWARDS OF CONTRACTS EXCEEDING \$25,000 WHICH ARE NOT EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE.</p> <p>"FILL-INS" ARE PROVIDED ON THE FACE AND REVERSE OF STANDARD FORM 18 AND PARTS I AND IV OF STANDARD FORM 33, OR OTHER SOLICITATION DOCUMENTS AND SECTIONS OF TABLE OF CONTENTS IN THIS SOLICITATION AND SHOULD BE EXAMINED FOR APPLICABILITY.</p> <p>SEE THE PROVISION OF THIS SOLICITATION ENTITLED EITHER "LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS" OR "LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWALS OF PROPOSALS."</p> <p>WHEN SUBMITTING YOUR REPLY, THE ENVELOPE USED MUST BE PLAINLY MARKED WITH THE SOLICITATION NUMBER, AS SHOWN ABOVE AND THE DATE AND LOCAL TIME SET FORTH FOR BID OPENING OR RECEIPT OF PROPOSALS IN THE SOLICITATION DOCUMENT.</p> <p>IF NO RESPONSE IS TO BE SUBMITTED, DETACH THIS SHEET FROM THE SOLICITATION, COMPLETE THE INFORMATION REQUESTED ON REVERSE, FOLD, AFFIX POSTAGE, AND MAIL. NO ENVELOPE IS NECESSARY.</p> <p>REPLIES MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IS PRESCRIBED IN 18 U.S.C. 1001.</p>											
3. ISSUING OFFICE (Complete mailing address, including zip code) USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE 21201											
4. ITEMS TO BE PURCHASED (Brief description) IDIQ Service Contract for Project Controls Support Contract for the Baltimore District											
5. PROCUREMENT INFORMATION (X and complete as applicable)											
X	A. THIS PROCUREMENT IS UNRESTRICTED										
	B. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents for details).										
	(1) SMALL BUSINESS	(2) LABOR SURPLUS AREA CONCERNS	(3) COMBINED SMALL BUSINESS/ LABOR AREA CONCERNS								
6. ADDITIONAL INFORMATION This procurement is unrestricted. The manimum amount of this contract is \$3,000,000.00 for the base plus two option years. \$1,000,000.00 for the base year and \$1,000,000.00 for each additional option year.											
7. POINT OF CONTACT FOR INFORMATION											
A. NAME (Last, First, Middle Initial) DONNA LEKETA			B. ADDRESS (Include Zip Code) USAED - BALTIMORE DONNA LEKETA 10 SOUTH HOWARD STREET BALTIMORE 21201								
C. TELEPHONE NUMBER 410-962-0987											

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	A. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> B. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	C. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/> D. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	E. OTHER (Specify)		
9. MAILING LIST INFORMATION (X one)			
<input type="checkbox"/>	YES	<input type="checkbox"/> NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
10. RESPONDING FIRM			
A. COMPANY NAME		B. ADDRESS (Include Zip Code)	
C. ACTION OFFICER			
(1) TYPED OR PRINTED NAME (Last, First, M.I.)		(2) TITLE	(3) SIGNATURE
			(4) DATE SIGNED (YYMMDD)
DD Form 1707 Reverse, MAR 90			
FOLD			
FOLD			
FOLD			
FROM			
TO			
SOLICITATION NUMBER W912DR-04-R-0001			
DATE (MMDDYY) LOCAL TIME Dec-17-2003 16:00:00			
AFFIX STAMP HERE			

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 51		
2. CONTRACT NO.		3. SOLICITATION NO. W912DR-04-R-0001		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 17 Nov 2003		6. REQUISITION/PURCHASE NO. W81W3G-3289-3499		
7. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:				CODE W912DR		8. ADDRESS OFFER TO (If other than Item 7) USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 7000</u> until <u>04:00 PM</u> local time <u>17 Dec 2003</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME DONNA LEKETA			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT				X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			4	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			6					
X	G	CONTRACT ADMINISTRATION DATA			7 - 8	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			9 - 12	X	M	EVALUATION FACTORS FOR AWARD		
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

SECTION B – Supplies or Services

CLIN	DESCRIPTION	HOURLY RATE
0001	Base Year – Twelve (12) month performance period	
0001AA	Engineering Project Management AIS Consultant-Senior	_____
0001AB	Engineering Project Management AIS Consultant-Junior	_____
0001AC	Engineering Project Management AIS Technician-Senior	_____
0001AD	Engineering Project Management AIS Technician-Junior	_____
0001AE	ORACLE Database Administrator-Level I	_____
0001AF	ORACLE Database Administrator-Level II	_____
0001AG	ORACLE Database Administrator-Level III	_____
0001AH	ORACLE Application Specialist-Level I	_____
0001AJ	ORACLE Application Specialist-Level II	_____
0001AK	ORACLE Application Specialist-Level III	_____
0001AL	Document Specialist	_____

Notes:

A. **Travel** - The contractor shall obtain approval from the Contracting Officer's Representative (COR) for all reimbursable travel prior to incurring costs. The contractor may visit field offices of the Baltimore District as directed by the COR. Travel will be reimbursed to the extent allowable pursuant to the Joint Travel Regulations (JTR). Local travel shall be billed as an Other Direct Cost (ODC) and is defined as all travel within an eighty (80) mile radius of the contractor's primary Government Duty station (this excludes normal commuting travel).

B. **Training** - Contractor personnel may be directed by the COR to attend P2/P3e training, the costs of which will be paid by the government.

CLIN	DESCRIPTION	HOURLY RATE
0002	Option Year I – Twelve (12) month performance period	
0002AA	Engineering Project Management AIS Consultant-Senior	_____
0002AB	Engineering Project Management AIS Consultant-Junior	_____
0002AC	Engineering Project Management AIS Technician-Senior	_____
0002AD	Engineering Project Management AIS Technician-Junior	_____
0002AE	ORACLE Database Administrator-Level I	_____
0002AF	ORACLE Database Administrator-Level II	_____
0002AG	ORACLE Database Administrator-Level III	_____
0002AH	ORACLE Application Specialist-Level I	_____
0002AJ	ORACLE Application Specialist-Level II	_____
0002AK	ORACLE Application Specialist-Level III	_____
0002AL	Document Specialist	_____

Notes:

A. **Travel** - The contractor shall obtain approval from the Contracting Officer's Representative (COR) for all reimbursable travel prior to incurring costs. The contractor may visit field offices of the Baltimore District as directed by the COR. Travel will be reimbursed to the extent allowable pursuant to the Joint Travel Regulations (JTR). Local travel shall be billed as an Other Direct Cost (ODC) and is defined as all travel within an eighty (80) mile radius of the contractor's primary Government Duty station (this excludes normal commuting travel).

B. **Training** - Contractor personnel may be directed by the COR to attend P2/P3e training, the costs of which will be paid by the government.

CLIN	DESCRIPTION	HOURLY RATE
0003	Option Year II – Twelve (12) month performance period	
0003AA	Engineering Project Management AIS Consultant-Senior	_____
0003AB	Engineering Project Management AIS Consultant-Junior	_____
0003AC	Engineering Project Management AIS Technician-Senior	_____
0003AD	Engineering Project Management AIS Technician-Junior	_____
0003AE	ORACLE Database Administrator-Level I	_____
0003AF	ORACLE Database Administrator-Level II	_____
0003AG	ORACLE Database Administrator-Level III	_____
0003AH	ORACLE Application Specialist-Level I	_____
0003AJ	ORACLE Application Specialist-Level II	_____
0003AK	ORACLE Application Specialist-Level III	_____
0003AL	Document Specialist	_____

Notes:

A. **Travel** - The contractor shall obtain approval from the Contracting Officer's Representative (COR) for all reimbursable travel prior to incurring costs. The contractor may visit field offices of the Baltimore District as directed by the COR. Travel will be reimbursed to the extent allowable pursuant to the Joint Travel Regulations (JTR). Local travel shall be billed as an Other Direct Cost (ODC) and is defined as all travel within an eighty (80) mile radius of the contractor's primary Government Duty station (this excludes normal commuting travel).

B. **Training** - Contractor personnel may be directed by the COR to attend P2/P3e training, the costs of which will be paid by the government.

BALTIMORE DISTRICT CORPS OF ENGINEERS
SCOPE OF SERVICES
for
BALTIMORE DISTRICT
PROJECT CONTROLS SUPPORT CONTRACT

08 October 2003

1. **PROJECT NAME:** Project Controls Support for the Baltimore District, and potentially other NAD districts, to include deployment and the operation and maintenance of P2 (USACE Project Management AIS), a component of PMBP (USACE Project Management Business Process)
2. **LOCATION:** U.S. Army Corps of Engineers, Baltimore District (NAB), and possibility other NAD districts headquartered in Boston, MA, New York, NY, Philadelphia, PA, Norfolk VA, and Frankfurt GE.
3. **PURPOSE:** During the life of this contract, NAB will transition from a compartmentalized PM AIS (Project Management Automated Information System) to an integrated PM AIS. Use of our current PM AIS (PROMIS) is not required across all NAB programs and is primarily used as an upward reporting tool. P2, USACE's improved/enhanced PM AIS, is scheduled for NAB fielding in February 2004. During the contract performance period, NAB will transition from a predominantly MS Project NAS (Network Analysis Software) environment to Primavera/Primavision P3e environment. NAB requires project controls support from the private sector in order to successfully accomplish planning, conversion, start-up, operation and maintenance of the P2 AIS within Baltimore District (NAB). Overall goals for successful execution of this contract include smooth and successful conversion and start up of P2, plus effective process/culture transition of the NAB project management staff in the P2/P3e operating environment.
4. **SCOPE:** The following items describe the scope of activities associated with the P2 deployment/O&M project relevant to the required contract support.

4.1 P2 is an internally developed product using industry-standard commercial software, including Primavera Project Planner, Enterprise Edition (P3e), Oracle Financial Analyzer (OFA), Oracle Discoverer, and others. P2 is a Corps-wide standard application designed to support the project management function in alignment with the Project Management Business Process (PMBP) regulation (ER 5-1-11) – <http://www.usace.army.mil/inet/usace-docs/eng-regs/er5-1-11/entire.pdf>

4.2 P2 is expected to integrate and/or replace some existing legacy applications, which are collectively used by various functional areas within the Corps (i.e., Project Management, Engineering, Construction, Resource Management, etc.). Types of data that will be stored and managed within P2 include but are not limited to customer, program, project background information, project schedules, resource information (i.e., human resources, financial resources, etc.), contract information, etc. More information on P2 can be found at the following USACE website:

https://pmbp.usace.army.mil/servlet/page?_pageid=245,247&_dad=portal30&_schema=PORTAL30

4.3 NAB manages a diverse portfolio of engineering projects, and uses a combination on-board technical staff and contract support to accomplish its workload. A listing and descriptions of NAB's various mission program areas appears below. Each of the listed program areas is known to have distinct technical, management and informational requirements. Contract support is needed to ensure P2 capabilities are effectively used to manage projects within each of these programs and other related areas as they emerge. NAB's workload is forecasted at \$850 Million in FY 04.

4.3.1 Military – Design, construction, renovation and demolition of buildings and structures for the Army, Air Force and other Department of Defense agencies. We have about three hundred and

fifty (350) active military projects with fifteen (15) new starts per month.

4.3.2 Civil Works – Design, construction, operation and maintenance of water resource projects, including dams, levees, harbor and channel dredging, beach replenishment, drinking water treatment and supply, etc. Also includes execution of emergency operations, including management of natural and man-made disasters (i.e., floods, earthquakes, terrorist activities, etc.) We have about two hundred and forty (240) active civil works projects with nine (9) new starts per month.

4.3.3 Environmental – Safe clean up and/or sealing off of sites containing hazardous materials. Sites include EPA Superfund sites, current and formerly used defense sites, etc. We have about one hundred and twenty (120) active projects with thirty (30) new projects starting annually.

4.3.4 Support for others – Includes civil engineering services provided to other Federal agencies, international governments and the public.

4.4 Though P2 will focus on supporting project management business processes, contractor support may be needed in various technical offices throughout the district.

4.5 Existing legacy Corps application databases that can or will be used to feed start-up data into the P2 system include PROMIS and CEFMS. Contractor support will be utilized to evaluate these initial conversion data requirements and to input and/or modify existing legacy systems in preparation for start-up/conversion.

4.6 In addition to preparation of legacy AIS' for P2 start-up/conversion, significant effort will be necessary to populate the P2 system with project, resource and other information during the start-up phase. Contractor support will be utilized to carry out this initial data loading process.

4.7 Once NAB's P2 database has been fully populated and becomes operational, contractor support will be utilized to ensure that P2/P3e's features and capabilities are leveraged to the greatest extent possible. Examples include identification of key data elements necessary for timely and effective project and program decision making and ensuring such data are kept current in the system, plus identifying key reporting, modeling and forecasting capabilities and ensuring district personnel understand and use these features effectively. Contractor support will be needed to assist other NAB personnel and/or contractors with development of ad-hoc reports, using Oracle Discoverer and other related products.

4.8 NAB will establish Level I P2 support functionality (local help desk) - (Levels II and III help desk support will be centrally developed and managed). Contractor support is expected for start up and operation of this support unit.

4.9 The need for contract support is expected to follow a bell curve, which begins with preliminary assimilation and familiarity with NAB business processes, points-of-contact, data and conversion requirements. Peak support will be required during pre-conversion and conversion/start-up phases, as the implementation schedule is centrally driven and must be met locally. Once P2 is operational in NAB, contract support needs should gradually reduce as the organization adapts to process and culture changes and internal P2 maintenance and support capabilities stabilize.

4.10 NAB has established a standard for development of Project Management Plans (PMPs), which are a requirement for all project-related work. NAB will rely on contractor assistance in identifying key PMP template components (management tools and techniques) that facilitate creation of effective PMPs that integrate well with the P2 AIS. Use of existing information, tools, techniques and knowledge is expected in creating these template

components.

5. EXPECTATIONS/ASSUMPTIONS:

5.1 The contractor will provide on-site personnel to prepare, load, and maintain, on a monthly basis, projects into the Corps' Project Management Information System, PROMIS/P2. There are many projects of various types, size, and complexity that will require the contractor to initiate the project in PROMIS/P2 and then maintain the projects monthly. The contractor is responsible for gathering the necessary scope, schedule, and budget information from individual NAB Project Managers, Program Managers, Design Team Leaders and Budget Analysts.

5.2 The contractor will insure that all of NAB's military, civil, and HTRW projects are accurately loaded in P2 in accordance with the P2 Implementation schedule.

5.3 The contractor will document the business processes necessary for the successful implementation of P2 and the Earned Value Analysis process, which will be published on the District Intranet.

5.4 The contractor will provide monthly reports for each project in P2, which typically will include the following:

1. Time scaled Bar Chart from Primavera
2. Actual Cost Report
3. Resource Plan
4. Gantt Chart
5. Design Earned Value Reports
6. Design Earned Value Reports for each NAB Major Program (a list of these will be furnished).

5.5 As a result of P2 Implementation, many NAB support personnel (primarily budget analysts) will need to have their skill sets upgraded to work in the P2 environment. The contractor will provide on-the-job training to NAB personnel performing similar functions to contractor personnel (loading and maintaining projects in P2) as requested by the NAB PMBP AIS PM.

5.6 The contractor will provide as many on-site personnel as necessary to accomplish project tasks within time and quality constraints set forth by the NAB PMBP AIS PM. Skill sets of personnel provided must match technical needs for accomplishing current required tasks. The range of skills necessary to provide adequate support will vary depending on the project phase and current tasks. In order to optimize timeliness and cost of project execution, the number and skill sets of contract personnel on site through the duration of the contract will be flexible and mutually agreed to by the contractor and the NAB PM. These skill sets/labor categories are described in detail at Attachment A, pricing for each labor category will be included in the bid package. The contractor is expected to be able to provide personnel with the necessary skill sets within two weeks of request by NAB PMBP AIS PM.

5.7 The contractor shall provide a primary contact person, who will join the District PM Team, and is expected to manage activities and administrative issues related to other personnel supporting the contract, including developing senior leader/executive level presentations.

5.8 The NAB PMBP AIS PM, or an individual delegated by the PM, will be the primary contact for the contractor as well. For purposes of this document, the contractor's primary point of contact will be referred to as the NAB PMBP AIS PM. The NAB PMBP AIS PM will be ultimately responsible for managing the contractor's

activities and workload, as well as making decisions about changes in resource requirements to support the project.

5.9 Contractor skill sets believed necessary for successful execution of the project are listed below.

5.9.1 Experience with Earned Value Analysis.

5.9.2 Must have applied project controls experience (data input, maintenance, and extraction).

5.9.3 Advanced experience with work breakdown structure development in the civil engineering industry.

5.9.4 Demonstrated ability to work as part of a PDT, and to support 100+ PDT's from the Project Management Office.

5.9.5 Possess familiarity with the Project Management Institute's Project Management Body of Knowledge (PMBOK), and should be capable of applying PMBOK concepts.

5.9.6 Possess have advanced user skills in the commercial product components of P2, including P3e, Oracle Financial Analyzer, Oracle Discoverer, etc. Will be expected to advise district personnel on proper and efficient use of the P2 and should be able to answer basic technical questions about the product.

5.9.7 Possess have advanced application and technology infrastructure engineering capabilities and be capable of advising internal technology support staff on network performance and capacity planning issues as related directly to the project.

5.9.8 Particularly during set up and conversion phase, should have senior (level III or above) skills in Oracle (DBA) and P3e.

6. **DELIVERABLES:** Unless otherwise specifically noted below, the contractor will be expected to produce the deliverables listed below as frequently as required by the NAB PMBP AIS PM.

6.1 Project management plan components, templates and tools as directed.

6.2 Estimates for level of effort for initiating projects and maintaining them.

6.3 Quality Assurance/Quality Control proposals.

6.4 Basic training reference materials relevant to conversion, set-up, and/or operation and maintenance of P2. As directed by NAB PM.

6.5 Monthly Status reports – content at a minimum should be:

6.5.1 A listing of assignments, tasks or deliverables requested by the NAB PM during the reporting period, and an indication of how those items were to be accomplished.

6.5.2 For all contractor personnel billing time to the project, a reasonably clear description of each individual's accomplishments during the reporting period.

6.5.3 A clear description of activities currently under way.

6.5.4 Listing of deliverables expected but not delivered during the reporting period. Should include an explanation of why the item(s) were not delivered and projected revised delivery date(s).

6.5.5 A listing and description of all known issues affecting current and future project activities. If action is planned or being taken to address the issues this should also be included.

6.5.6 A listing and description of value-adding opportunities that may not already be incorporated in the existing set of project activities. Description/estimate of the value-added should be included.

6.6 The contractor is expected to furnish the following information supporting monthly invoices: hours worked by each employee, with hours broken down between those spent directly supporting projects and those spent in general support activities. The projects being supported must be identified.

6.7 Input, modification and maintenance of relevant data in P2 and other integrated systems as needed to ensure initial success of conversion-start-up, and currency of project information for optimal project management, reporting and decision making.

6.8 As needed, installation and maintenance of software products required to operate P2 (software provided by the Corps of Engineers).

6.9 Advise the NAB PM (or internal technology support staff) as to software and infrastructure configurations determined optimal for smooth operation of P2 and integrated systems.

7. OTHER INFORMATION:

7.1 The current deployment schedule for P2, along with projected contractor resource requirements, will be provided to the contractor initially. NAB will make every effort to ensure the accuracy of this information. However, since the schedule is centrally driven and not under NAB's full control, the contractor is expected to maintain some flexibility with regard to resource availability and provision.

7.2 The terms of this contract shall be in force for a period of 2 years. Following the initial 2-year period, NAB shall have the option to renew/extend the contract as needed. The minimum extension period shall be 1 year.

7.3 At any time during execution of the contract, and with reasonable justification for doing so, the NAB PM may request replacement of contract personnel. Typical justifications for such a request include poor performance or determined lack of qualification to accomplish assigned tasks.

7.4 The primary site location for execution of this contract is the Baltimore District headquarters office, located at 10 South Howard Street, Baltimore, Maryland 21201. However, the Baltimore District has several field office locations in the neighboring states of Pennsylvania and Virginia. Contractor personnel may be asked to travel or work on-site at some or all of these locations, which will be at the Corps of Engineers' expense in accordance with current Federal joint travel regulations. The government will furnish cubicles, phones, PC's, email accounts, and Internet access for all on-site contractor personnel.

ATTACHMENT A: Labor Categories/Skill Sets

Although historical characteristics are provided for each labor category, they do not constitute minimum requirements for that labor category. Some labor categories define limited minimum criteria that must be met for contractor personnel in those labor categories. Resumes submitted as part of the Contractor's proposal shall be the baseline qualification. All personnel subsequently requested and assigned against that labor category shall meet, or exceed, that baseline.

Significant and regular interaction with P2 team members and other members of the District workforce is critical to the success of the P2 deployment project. All contractor personnel will be expected to communicate effectively and on a professional level at all times when acting in their respective capacities on the project. Failure of any contractor personnel to demonstrate sufficient interpersonal communication skills necessary for success of the project will be grounds for the NAB P2 PM to request replacement.

Engineering Project Management AIS Consultant:

The Baltimore District believes that contractors having employees with the following characteristics will meet the performance requirements and standards identified in this statement of work:

Senior: Masters degree in a professional Engineering discipline plus ten years field experience managing large scale engineering, design and construction projects. Plus, eight years experience using industry leading project management scheduling software (i.e., Primavera Project Planner, Microsoft Project, etc.). Must also have 2 years cumulative hands-on experience using Primavera P3e. Must have demonstrated proficiency in leveraging key software capabilities (i.e., earned value analysis, critical path, resource leveling, etc.)

Junior: Bachelors degree in a professional Engineering discipline, or five years relevant experience working in the engineering, design and construction industry, plus 2 years hands-on experience using industry leading project management scheduling software (i.e., Primavera Project Planner, Microsoft Project, etc.). Must have demonstrated proficiency in leveraging key software capabilities (i.e., earned value analysis, critical path, resource leveling, etc.)

The Engineering Project Management AIS Consultant is expected to facilitate optimal coordination between project management AIS technicians and Baltimore District project managers and to ensure maximum project / program management value added by P2. The AIS Consultant should identify areas of opportunity to improve management efficiency and develop products (such as management reports using OFA, etc.) for USACE personnel to use for this purpose. The AIS Consultant must have a command of current Project Management Institute (PMI) or equivalent standards, tools and techniques, and will need to integrate these with practices and constraints specific to the Federal Government.

Engineering Project Management AIS Technician:

The Baltimore District believes that contractors having employees with the following characteristics will meet the performance requirements and standards identified in this statement of work:

Senior: Bachelors degree in a professional Engineering discipline, plus five years hands-on experience using industry leading project management scheduling software (i.e., Primavera Project Planner, Microsoft Project, etc.). Must also have 2 years cumulative hands-on experience using Primavera P3e.

Junior: Bachelors degree in a professional Engineering discipline, or five years hands-on experience working in the Engineering and construction industry, plus 2 years hands-on experience using industry leading project management scheduling software (i.e., Primavera Project Planner, Microsoft Project, etc.)

The Engineering Project Management AIS Technician is expected to perform data input to P2 and/or the current legacy project scheduling AIS, and is responsible for ensuring consistency, thoroughness, accuracy and quality of data. Input data will need to be extracted from existing legacy systems, spreadsheets, paper reports, and through interviews with engineers and project managers.

Oracle Database Administrator:

The Baltimore District believes that contractors having employees with the following characteristics will meet the performance requirements and standards identified in this statement of work:

Level III: Oracle Certified Professional, with 10 years cumulative hands on experience performing database administration functions. Must include 3 years cumulative hands on experience performing database administration functions in Oracle RDBMS version 8 or newer.

Level II: Oracle Certified Professional, with 5 years cumulative hands on experience performing database administration functions. Must include 3 years cumulative hands on experience performing database administration functions in Oracle RDBMS version 8 or newer.

Level I: Oracle Certified Professional, with 3 years cumulative hands on experience performing database administration functions in Oracle RDBMS version 8 or newer.

The Oracle Database Administrator (DBA) is responsible for facilitating maximum use of existing legacy data for conversion/loading into P2 during the conversion phase. The DBA is expected to consult with District management to identify key legacy data sources and to develop scripts to normalize, standardize and load data into the new AIS. The DBA is also expected to provide Oracle expertise to assist other contractor and District team members with development of complex queries or applications using P2 and legacy systems.

Oracle Application Specialist:

The Baltimore District believes that contractors having employees with the following characteristics will meet the performance requirements and standards identified in this statement of work:

Level III: Oracle Certified Professional, with 10 years cumulative hands on experience working with Oracle applications, including Oracle Discoverer, Oracle Projects and Oracle Financial Analyzer.

Level II: Oracle Certified Professional, with 5 years cumulative hands on experience working with Oracle applications, including Oracle Discoverer, Oracle Projects and Oracle Financial Analyzer.

Level I: Oracle Certified Professional, with 3 years cumulative hands on experience working with Oracle applications, including Oracle Discoverer, Oracle Projects and Oracle Financial Analyzer.

The Oracle Application Specialist (OAS) is expected to assist team members and District personnel with implementation and usage of special P2 management reports deployed with P2. Also, the OAS is expected to lend expertise in Oracle application development to assist with development of new reporting tools and applications as specified by other team members and directed by the NAB P2 PM.

Documentation Specialist:

The Baltimore District believes that contractors having employees with the following characteristics will meet the performance requirements and standards identified in this statement of work:

Bachelor's degree in an appropriate discipline (i.e., Technical Writing, English, Communications); plus three years of significant experience, demonstrating appropriate technical knowledge, skills and ability necessary to format system and user documentation.

The Documentation Specialist is expected to develop and maintain system and user documentation in support of the conversion to and ongoing use and maintenance of the P2 AIS. As directed by the NAB P2 PM, the Documentation Specialist will develop user-friendly and well organized documentation products describing configuration and proper usage of layered components of P2 (i.e., hardware, network, software, application). Documentation should be well designed and consistent, provide an appropriate depth of coverage, and include useful graphics, etc.

Personnel Labor Category Changes

Prior approval by the NAB P2 PM is required to change an individual's labor category under a level-of-effort task. These changes will be handled on a case-by-case basis.

Project Personnel

The Contractor shall not, without prior approval of the NAB P2 PM, reassign any employee identified as Project Personnel.

Attachment B:

SAMPLE TASKS

General

The contractor shall describe how the following sample tasks will be accomplished in their bid proposal in accordance with the Proposal Preparation Instructions:

A. Corporate Project Database Conversion Assistance

This task requires the contractor to provide developmental and system support for the BALTIMORE DISTRICT relating to the conversion of data from a legacy database (PROMIS) to a new one based on Oracle Projects and Primavera P3e (P2). This task includes assisting the “PROMIS to P2 Conversion” team and Government project managers with the correction and completion of project data in the PROMIS such that the projects convert properly. There are approximately 200 BALTIMORE DISTRICT projects in the legacy database.

The contractor’s proposal should include the methods and strategies for:

1. Identifying projects in PROMIS which require conversion.
2. Identifying specific project data elements in PROMIS which are incomplete or incorrect.
3. Develop a plan for capturing and entering project information, which is not in PROMIS, wherever that data might reside.
4. Assembling data conversion status information for Program & Project Manager briefings.

B. PM Support

This task requires the contractor to support the Baltimore District project managers with Schedule and Budget input into P2 during Operational Start-up. The contractor’s proposal should include methods and strategies for:

1. How would you assist PM’s with project schedule and WBS development?
2. Develop the Business Processes for Project Management in the P2/P3e environment.

Section D - Packaging and Marking

LOCAL CLAUSE - D

PACKING, PACKAGING AND MARKING REQUIREMENTS

The Contractor's standard commercial practice will be accepted for the preservation, packaging and packing of the supplies called for in the contract provided that such preservation, packaging and packing adequately protects the supplies against corrosion, deterioration and physical damage during shipment from the source of supply to the destination(s) identified in Section F, Place of Delivery or as identified on the face of the DD Form 1155.

All packages shall be clearly marked with the contract number.

End of Clause
(CENAB-CT MAY 1992)
(FAR 10.004(e))
(was0210-4029)

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

LOCAL CLAUSES - E**PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)**

As required by the FAR Part 42.1500, policy has been initiated to record and maintain contractor performance information. To implement this program for supplies and services, the Department of Defense has created a database entitled, Past Performance Information Management System (PPIMS).

An evaluation will be prepared of the contractors' performance for each supply and service contract to include modifications and task orders expected to exceed \$100,000.00. The PPIMS form, entitled, Performance Assessment Report (PAR), will be prepared by both the Contract Specialist and the Contracting Officer's Representative (COR) and signed by the Contracting Officer and submitted to the contractor for each evaluation performed. A copy of the PAR format is located at Section J.

This program replaces Supply and Service Contractor Appraisal Support System (SSCASS).

End of Clause
(CENAB-CT-S/Mar 99)
(FAR Part 42)
(was242-4154)

FINAL INSPECTION AND ACCEPTANCE

Acceptance of supplies/and or services is the responsibility of the Contracting Officer or duly authorized representative (COR).

Unless otherwise specified, final inspection and acceptance of supplies/and or services called for hereunder will be made at destination.

End of Clause
(CENAB-CT MAY 1992)
(FAR 46.503)
(was246-4034)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

LOCAL CLAUSE - F

CONTRACT PERIOD (Option Years)

(a) The contract awarded hereunder shall begin 2 January 2004 or the date of contract award, whichever is later, and shall end 365 days after award both dates inclusive, unless sooner terminated in accordance with the provisions of this contract.

(b) The total duration of this contract, including all option periods, may not exceed 3 years. Refer to the Contract Clause entitled "Option to Extend the Term of the Contract" set forth in Part II, Section I.

(End of Clause)

(CENAB-OC/CT JUN 01)

(FAR 12.103)

(4075)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

LOCAL CLAUSE

AUTHORIZATION TO ISSUE ORDERS

As identified in clause 52.216-0018 contained in Part II, Section I, orders placed hereunder shall be by issuance of a funded delivery order, DD Form 1155, by the Baltimore District, Corps of Engineers, Contracting Division.

End of Clause

(CENAB-CT Feb 93)
(FAR 16.506)
(was216-4059)

SUBMISSION OF INVOICES.

(a) Original invoices for services performed under this contract will be submitted to and payment will be made by:

USACE Finance Center
ATTN: Disbursing
5722 Integrity Drive
Millington, TN 38054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification:

Walt Garman
USAED Baltimore
ATTN: PPMD
10 South Howard Street
Baltimore, MD 21201

End of Clause

(CENAB-CT MAY 1992)

(52.232-4028)

SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each contract line item and subline item as follows:

(a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;

(b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph(a) of this section; and

(c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

End of Clause

was232-4131

Section H - Special Contract Requirements

LOCAL CLAUSE

MINIMUM/MAXIMUM AMOUNT OF CONTRACT

The government guarantees to pay a minimum total of \$10,000 under this contract for the base year. The cumulative (maximum) amount of orders for the same period will not exceed \$1M per year. The government guarantees to pay a minimum total of 1% (\$10,000) under this contract for each additional option year should they be exercised. Maximum limitations for each of the option years, should they be exercised, shall not exceed \$1M per option year.

End of Clause

(CENAB-CT/ MAR 1995)
(EFARS 16.504)
(was216-4049)

END ITEMS OF SMALL BUSINESSES

Definition of End Item: An assembled whole system or equipment ready for its intended use. This definition is to assist in clarification of the clause 52.219-6, Notice of Total Small Business Set-Aside.

Clarification is also made of the provisions FAR 52.212-0003 (Offeror Representations and Certifications - Commercial Items) (FEB 2000) or FAR 52.219-0001 (Small Business Program Representations) (MAY 1999) when referring to the "Small Business Concern Representation". If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States".

End of Clause

(CENAB-CT SEP 00)
(FAR 19.5)
(was219-4081)

WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No 94-2103 (Rev. 30) dated 06/03/2003; 94-2247 (Rev.23) dated 06/03/2003 and 94-2455 (Rev. 20) dated 06/05/2003, with all current modifications. For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause
(was 0222-4020)

REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation, the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)
(FAR 28.307-2(a))

PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION

Should this contract be terminated as provided in clause 52.0232-5001 (52.0232-4080) because of failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

End of Clause

(CENAB-CT-S DEC 95)
(was 0236-4046)
(EFARS 52.0236-5000)

YEAR 2000 COMPLIANCE

1. The following applies to Supply, Service and Construction contracts:

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, aparts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

2. The following applies to Architect-Engineering contracts:

a. The Architect/Engineer (A-E) shall insure that hardware, firmware, software, and information technology systems separately or in combination with each other or other elements specified in the documents developed under this contract shall be year 2000 compliant in accordance with FAR 39.106.

End of Clause

(CENAB-CT Sep 1998)

(FAR 39.105)
(was 239-4100)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-17	Rights In Data-Special Works	JUN 1987

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2003
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7012	Ordering Limitation	DEC 1991
252.247-7018	Subcontracting	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued throughout the entire 365 calendar day duration in the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$1,000,000.00**;

(2) Any order for a combination of items in excess of **\$1,000,000.00**; or

(3) A series of orders from the same ordering office within **thirty (30)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **ten (10)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not

purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 day performance period.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years, one (1) base year and two (2) option years if exercised.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Documentation Specialist @\$23.22

(End of clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far>

<http://www.dtic.mil/dfars>

or by contacting Donna Leketa by email at donna.leketa@nab02.usace.army.mil

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the

CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

LOCAL CLAUSE

SECURITY LANGUAGE FOR AN UNCLASSIFIED CONTRACTS

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the (insert the name and address of the Division/ District) Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the (insert the name and address of the Division/ District) Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the (insert the name and address of the Division/ District) Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation

includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Note: Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(Feb 03)

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Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

- A. Proposal Submittal Instructions
- B. Wage Rates
- C. EFT Form
- D. CCR Memorandum
- E. LLL Form
- F. PAR Example
- G. Subcontracting Plan Example

Proposal Submittal Instructions

PROPOSAL SUBMITTAL INSTRUCTIONS

1. General Information:

In response to the solicitation the offerors are required to submit technical, cost and subcontracting plan proposals in accordance with the instructions herein. It is the intent of the solicitation to seek proposals from qualified offerors with experience and excellent performance ratings. The successful offeror will be selected based on the “Best Overall Value to the Government”. Proposals will be evaluated on their own merit based upon the criteria factors listed herein, which are described in a descending order of importance.

This source selection may result in award being made to a higher rated, higher priced offeror where the decision is consistent with the evaluation factors and where it is deemed by the Source Selection Authority that the technical superiority, overall business approach, and/or the past performance of the higher priced offer outweighs the benefits of any price difference. The Source Selection Authority, using sound business judgement, will base the source selection decision on a trade-off analysis of the proposals submitted in response to this solicitation in accordance with the evaluation factors established for this solicitation.

Each offeror is required to submit its proposal consisting of the following volumes:

- Volume I – Technical Proposal (3 copies plus original)
- Volume II – Cost Proposal (2 copies plus original)
- Volume III – Subcontracting Plan (1 copy plus original)

Proposal submission envelopes and/or boxes shall be properly identified with the following information:

Date of Opening: _____

Time of Opening: _____

Proposal for: W912DR-04-R-0001

a. The offeror is expected to completely analyze the information contained in this Request for Proposal (RFP) as guidance for the preparation of the proposal. The Offeror’s proposal must reflect a thorough understanding of the requirements and display a logical plan to accomplish the tasks of the contract.

b. The objective of these proposal requirements is to define format and content requirements to provide a uniform basis for evaluation of the technical areas. A clear, concise response to all requirements is required. Merely stating intent to comply with the specification or to perform the stated tasks is insufficient and may result in the proposal being evaluated as unacceptable.

c. The proposal shall be prepared as an independent, self-contained document. The offeror shall develop a plan conforming to the requirements of the specification and directions contained in the proposal requirements. The proposal shall be printed in the following format:

- (1) 8.5” x 11” paper printed on one side only
- (2) Pages should be sequentially numbered.
- (3) Top and bottom margins set at 1.0” exclusive of headers and footers
- (4) Left and right margins set at 1.0”
- (5) Minimum font size: 12 point
- (6) Minimum line height (font height plus leading): 1 standard or normal line as defined by offeror’s word processing software
- (7) The Technical proposal shall not exceed 50 pages and the cost proposal has no page limitation
- (8) Each volume shall be separately bound in such a fashion that the Government can detach sections and subsections without tearing pages.
- (9) No cost or pricing information will be included in the technical proposal

d. Price, Technical and the Subcontracting Plan Proposal Volumes must be received no later than 4:00 P.M. local time on the date established on the SF 33 of this solicitation. The envelope shall be clearly marked with the request for proposal number W912DR-04-R-0001, and submitted to the following address:

Contracting Division
ATTN: CENAB-CT-A
Civil Works Team (D. Leketa)
10 S. Howard Street, Room 7000
Baltimore, MD 21201

e. A cover letter may accompany the proposal to set forth any information the offeror wishes to bring to the attention of the Government. **Any exceptions or deviations** to the Scope of Work Statement (Section C) or other provisions of this solicitation shall be clearly set forth in this cover letter.

2. Evaluation Process

Proposal Compliance Review. This review will assure that all required forms and certifications are complete and that the technical, price and subcontracting plan proposals have been received. Offerors are advised that the evaluation and rating of all proposals will be conducted in strict confidence.

Technical Qualifications. Volume I shall be reviewed, evaluated and rated by a Technical Evaluation Committee (TEC) established by the Source Selection Authority (SSA). Offerors submitting proposals for this project should limit submission to data essential for evaluation of proposals. Incomplete proposals or failure to submit all data indicated below might result in a lower rating, and/or be cause for determining a proposal to be incomplete and therefor not considered for subsequent award. Technical proposals shall be evaluated based upon the following factors. All factors will be rated and are listed in a descending order of importance.

- A. Past Performance
- B. Experience
- C. Management and Administrative Plan and Strategy

Price. Volume II will be evaluated by a Cost Evaluation Committee (CEC) established by the Source Selection Authority (SSA). Proposal shall be evaluated utilizing price analysis techniques. Prices in an offeror's proposal are required to be reasonable for the work to be performed and consistent with relevant elements of the technical proposals. The Government will evaluate price proposals separately and simultaneous to the technical proposal evaluation. Price will not be scored.

Subcontracting Plan. Volume III shall be reviewed by the Small Business Evaluation Committee (SBEC) established by the Source Selection Authority (SSA). The committee will evaluate the subcontracting plans submitted in accordance with FAR 19.7. To be considered qualified, Large Businesses must submit a satisfactory subcontracting plan. Failure of a Large Business to submit and negotiate an acceptable Subcontracting Plan shall make the offer ineligible for award of a contract.

Trade-off Analysis: After all above evaluations are complete, the Source Selection Evaluation Board (SSEB) will then consider all factors to determine which offeror has the proposal that represents the best value to the Government. The Government intends to award a contract to the offeror offering the most advantageous proposal to the Government considering that all the Technical Evaluation Factors when combined are significantly more important than price.

The Government reserves the right to reject any or all proposal at any time prior to award, to negotiate with offerors in the competitive range, and to award a contract to the offeror with the most advantageous proposal.

Offerors are advised that it is the intent of the Government that an award will be made without discussions. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms which the offeror can submit to the

Government. Do not assume you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's past performance, experience and management and administrative plan and strategy to successfully complete the project. Requirements stated in this Request for Proposal (RFP) are minimums, unless otherwise stated. Innovative, creative or cost-saving proposals that meet or exceed these requirements are encouraged and will be rated accordingly.

All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. The sections shall parallel the submission requirements identified.

3. Submission Criteria

A. PAST PERFORMANCE

1. Provide evidence of quality past performance of government work performed commensurate in size and scope to the Statement of Work (Section C).
2. Provide evidence of the company's sound financial management of previous government projects commensurate in size and scope to the Statement of Work (Section C).
3. Provide evidence of quality and timely past performance of government support commensurate in scope to the subject Statement of Work (Section C), including, location and performance period.
4. Provide a minimum of three (3) references from three separate past or on-going contracts. Include as a minimum, organization name, position name, title, email address, mail address, and telephone number.

B. EXPERIENCE

1. Describe your experience as the prime contractor in supporting government organizations in the manner commensurate to the subject Statement of Work (Section C) tasks, especially at the Corps of Engineers District/Division level.
2. Describe your experience with and knowledge of the Corps of Engineers project management process; relating that experience to your ability to enhance NAB's management, coordination, implementation, analysis and administration of Civil Works, Military, and Environmental programs.

C. MANAGEMENT AND ADMINISTRATIVE PLAN

1. Describe how the contract support staff would be structured.
2. Describe the educational and work experience of the individuals that would support each of the areas requested (reference Statement of Work, Section C). Provide resumes for all proposed key personnel. Identify each individual's availability and provide copies of employment agreements.
3. Describe the process you plan to recommend for use to ensure timely and effective communication, as well as quality control and process improvement. If appropriate, the contractor may reference a sample management plan.
4. Describe company policies, and any other pertinent information, on obtaining and retaining quality professionals to support government requirements commensurate in scope to the subject Statement of Work (Section C). Describe how you would address changeover in contract personnel such that impacts to the government on executing the subject Statement of Work are minimized or non-existent.

5. Provide a sample management plan addressing the two sample tasks identified at Attachment B of the Statement of Work.

4. Price Proposal requirements.

Offeror's price proposal shall include:

- (1) The Offer, Standard Form 26,
- (2) The completed Schedule, (Section B), Supplies or Service Price/Cost,
- (3) Signed and completed Representations and Certifications, Section K of the solicitation.

5. Subcontracting Plan Proposal requirements.

Large Business offerors shall submit a subcontracting plan in accordance with Contract Clauses 52.219-8 and 52.219-9. To be acceptable, plans must adequately address the six required statutory elements and provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix DD, AFARS 5119.705. Offerors may use the attached sample Subcontracting Plan Format, which is included as an attachment in Section J of this solicitation as a guideline.

The Percentage goals for this solicitation apply only to the total dollar value of the work being subcontracted.

The current Baltimore District small business goals for this project are 45%. Of that 45% goal, at least 20% is to be placed with small disadvantaged businesses, including historically black colleges and universities or minority institutions, 10% with women owned small businesses, 3% is to be placed with veteran owned small businesses, 3% is to be placed with HUB zone businesses and 3% is to be placed with service disabled veteran small businesses.

The original subcontracting plan shall be placed in a separate envelope.

6. Evaluation of Proposals

1. PAST PERFORMANCE:

The offeror must submit information that demonstrates that they have satisfactory performance on similar projects within the last five (5) years. The Government considers that submissions of sites that are relevant in size, and have a satisfactory performance rating as meeting the minimum qualifications of this RFP.

Favorable consideration will be given for performance ratings that exceed a "satisfactory" level or performance. Submission of projects that indicate DoD or Federal experience is highly desirable.

2. EXPERIENCE:

The offeror must submit information that demonstrates that they have relevant experience of similar size and complexity or large/more complex experience with satisfactory performance on projects within the last five (5) years.

Favorable consideration will be given to an offeror that exceeds the Government's submission requirements by submitting information that demonstrates detail to planning, managing and performing quality work, and address potential risks or problems that might arise and how they would handle them.

3. MANAGEMENT AND ADMINISTRATIVE PLAN AND STRATEGY:

A proposal would be considered as minimally meeting the requirements of the solicitation if it includes a quality control plan, resumes of the project manager and key staff personnel, utilization and work load strategies, Organizational chart, and a description of the communication systems.

Favorable consideration will be given to an offeror that has considerable project controls experience amongst the submitted key personnel.

7. COST/TECHNICAL TRADE-OFF ANALYSIS

After all of the evaluations are complete, the Source Selection Evaluation Board will then consider all factors to determine the proposal that is most advantageous to the government, price and other factors considered. The Board will compare the relative advantages and disadvantages of the technical proposals and compare prices in order to conclude which proposal represents the overall best value to the government.

Wage Rates

**WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR**

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2103 (Rev. 30) dated 3 June 2003

State(s): District of Columbia, Maryland, Virginia

Areas: Maryland COUNTIES of Calvert, Charles, Frederick, Montgomery, Prince George's, St. Mary's. Virginia COUNTIES of Arlington, Fairfax, Fauquier, King George, Loudoun, Prince William, Stafford, Alexandria, Falls Church

WAGE DETERMINATION NO: 94-2103 REV (30) AREA: DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (30) AREA: DC, DISTRICT-WIDE		U.S. DEPARTMENT OF LABOR
REGISTER OF WAGE DETERMINATIONS UNDER		WASHINGTON D.C. 20210
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL		
William W. Gross	Division of	Wage Determination No.: 1994-2103
Director	Wage Determinations	Revision No.: 30
		Date Of Last Revision: 06/03/2003

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE – TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.18
01012 - Accounting Clerk II	12.74
01013 - Accounting Clerk III	14.30
01014 - Accounting Clerk IV	16.37
01030 - Court Reporter	16.43
01050 - Dispatcher, Motor Vehicle	16.09
01060 - Document Preparation Clerk	12.42
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.42
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	10.80
01132 - Key Entry Operator II	12.07
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.24
01263 - Personnel Assistant (Employment) III	16.42
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.28
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.15
01315 - Secretary V	23.47

01320 - Service Order Dispatcher	15.44
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.15
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	11.80
01612 - Word Processor II	14.22
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.86
03041 - Computer Operator I	14.30
03042 - Computer Operator II	15.82
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.44
03045 - Computer Operator V	22.94
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.05
03073 - Computer Programmer III (1)	26.99
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.30
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.22
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05

09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	12.98
11121 - House Keeping Aid I	9.13
11122 - House Keeping Aid II	9.39
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	10.75
11240 - Maid or Houseman	9.28
11270 - Pest Controller	12.44
11300 - Refuse Collector	10.88
11330 - Tractor Operator	12.73
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	15.80
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.08
12071 - Licensed Practical Nurse I	14.63
12072 - Licensed Practical Nurse II	16.42
12073 - Licensed Practical Nurse III	18.38
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	15.32
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	8.46
12222 - Nursing Assistant II	9.52
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	11.21
12311 - Registered Nurse I	24.00
12312 - Registered Nurse II	26.70
12313 - Registered Nurse II, Specialist	26.70
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.95
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	22.33
13050 - Library Technician	16.28
13071 - Photographer I	13.93
13072 - Photographer II	15.64
13073 - Photographer III	19.56
13074 - Photographer IV	24.08
13075 - Photographer V	26.50

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	9.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Dry Cleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.67
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	17.12
21030 - Material Expediter	17.12
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.08
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.02
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.01
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.51
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	16.88
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.25
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.28
23460 - Instrument Mechanic	19.98
23470 - Laborer	11.79
23500 - Locksmith	18.95

23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	19.70
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipe Fitter, Maintenance	20.94
23800 - Plumber, Maintenance	19.86
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	19.41
23931 - Telecommunication Mechanic II	20.45
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	8.86
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	21.76
27004 - Alarm Monitor	15.26
27006 - Corrections Officer	17.69
27010 - Court Security Officer	19.46
27040 - Detention Officer	18.29
27070 - Firefighter	19.72
27101 - Guard I	9.51
27102 - Guard II	12.53
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.76
28020 - Hatch Tender	16.76
28030 - Line Handler	16.76
28040 - Stevedore I	15.76
28050 - Stevedore II	17.78
29000 - Technical Occupations	
21150 - Graphic Artist	20.52
29010 - Air Traffic Control Specialist, Center (2)	29.85
29011 - Air Traffic Control Specialist, Station (2)	20.59
29012 - Air Traffic Control Specialist, Terminal (2)	22.67
29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.51

29030 - Cartographic Technician	22.87
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.84
29040 - Civil Engineering Technician	19.56
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	22.87
29081 - Engineering Technician I	16.15
29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	30.54
29160 - Instructor	23.97
29210 - Laboratory Technician	16.87
29240 - Mathematical Technician	23.39
29361 - Paralegal/Legal Assistant I	18.38
29362 - Paralegal/Legal Assistant II	23.44
29363 - Paralegal/Legal Assistant III	28.68
29364 - Paralegal/Legal Assistant IV	34.69
29390 - Photooptics Technician	22.87
29480 - Technical Writer	25.08
29491 - Unexploded Ordnance (UXO) Technician I	18.97
29492 - Unexploded Ordnance (UXO) Technician II	22.96
29493 - Unexploded Ordnance (UXO) Technician III	27.51
29494 - Unexploded (UXO) Safety Escort	18.97
29495 - Unexploded (UXO) Sweep Personnel	18.97
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	12.94
31300 - Taxi Driver	10.99
31361 - Truck Driver, Light Truck	12.37
31362 - Truck Driver, Medium Truck	15.72
31363 - Truck Driver, Heavy Truck	18.40
31364 - Truck Driver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.33
99030 - Cashier	8.53
99041 - Carnival Equipment Operator	11.78
99042 - Carnival Equipment Repairer	12.69
99043 - Carnival Worker	7.93
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	9.97
99310 - Mortician	22.94
99350 - Park Attendant (Aide)	12.52
99400 - Photo Finishing Worker (Photo Lab Tech., Darkroom Tech)	9.81
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	14.06

99610 - Sales Clerk	10.49
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	16.41
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.60
99660 - Surveying Aide	10.20
99690 - Swimming Pool Operator	13.54
99720 - Vending Machine Attendant	10.43
99730 - Vending Machine Repairer	13.54
99740 - Vending Machine Repairer Helper	11.02

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR**

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2247 (Rev. 23) dated 3 June 2003

State(s): Maryland

Areas: Maryland COUNTIES OF Anne Arundel, Baltimore, Carroll, Harford, Howard, Baltimore City

WAGE DETERMINATION NO: 94-2247 REV (23) AREA: MD, BALTIMORE

WAGE DETERMINATION NO: 94-2247 REV (23) AREA: MD, BALTIMORE
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2247
Revision No.: 23
Date Of Last Revision: 06/03/2003

State: Maryland

Area: Maryland Counties of Anne Arundel, Baltimore, Baltimore City, Carroll, Harford, Howard

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE – TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	10.77
01012 - Accounting Clerk II	12.59
01013 - Accounting Clerk III	13.70
01014 - Accounting Clerk IV	16.07
01030 - Court Reporter	16.43
01050 - Dispatcher, Motor Vehicle	15.71
01060 - Document Preparation Clerk	11.27
01070 - Messenger (Courier)	9.60
01090 - Duplicating Machine Operator	11.13
01110 - Film/Tape Librarian	11.69
01115 - General Clerk I	9.99
01116 - General Clerk II	12.21
01117 - General Clerk III	14.07
01118 - General Clerk IV	15.52
01120 - Housing Referral Assistant	18.41
01131 - Key Entry Operator I	10.92
01132 - Key Entry Operator II	12.25
01191 - Order Clerk I	13.05
01192 - Order Clerk II	14.50
01261 - Personnel Assistant (Employment) I	13.16
01262 - Personnel Assistant (Employment) II	14.75
01263 - Personnel Assistant (Employment) III	17.05
01264 - Personnel Assistant (Employment) IV	18.97
01270 - Production Control Clerk	16.95
01290 - Rental Clerk	14.19
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	18.41
01314 - Secretary IV	20.15
01315 - Secretary V	22.36
01320 - Service Order Dispatcher	14.06
01341 - Stenographer I	14.69
01342 - Stenographer II	16.46

01400 - Supply Technician	20.15
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.65
01510 - Test Examiner	16.43
01520 - Test Proctor	16.43
01531 - Travel Clerk I	9.74
01532 - Travel Clerk II	10.63
01533 - Travel Clerk III	11.73
01611 - Word Processor I	11.93
01612 - Word Processor II	14.38
01613 - Word Processor III	15.92
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.80
03041 - Computer Operator I	14.30
03042 - Computer Operator II	15.82
03043 - Computer Operator III	18.73
03044 - Computer Operator IV	20.44
03045 - Computer Operator V	22.83
03071 - Computer Programmer I (1)	18.15
03072 - Computer Programmer II (1)	22.19
03073 - Computer Programmer III (1)	26.89
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.30
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.28
05010 - Automotive Glass Installer	15.64
05040 - Automotive Worker	15.64
05070 - Electrician, Automotive	16.82
05100 - Mobile Equipment Servicer	14.46
05130 - Motor Equipment Metal Mechanic	16.82
05160 - Motor Equipment Metal Worker	15.64
05190 - Motor Vehicle Mechanic	16.82
05220 - Motor Vehicle Mechanic Helper	13.86
05250 - Motor Vehicle Upholstery Worker	15.64
05280 - Motor Vehicle Wrecker	15.64
05310 - Painter, Automotive	16.18
05340 - Radiator Repair Specialist	15.64
05370 - Tire Repairer	13.77
05400 - Transmission Repair Specialist	16.82
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.84
07010 - Baker	11.44
07041 - Cook I	10.17
07042 - Cook II	11.03
07070 - Dishwasher	8.82
07130 - Meat Cutter	13.07
07250 - Waiter/Waitress	8.09
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.95
09040 - Furniture Handler	13.31
09070 - Furniture Refinisher	15.95
09100 - Furniture Refinisher Helper	13.66

09110 - Furniture Repairer, Minor	14.81
09130 - Upholsterer	15.95
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.97
11060 - Elevator Operator	9.23
11090 - Gardener	10.75
11121 - House Keeping Aid I	8.76
11122 - House Keeping Aid II	9.22
11150 - Janitor	9.22
11210 - Laborer, Grounds Maintenance	9.68
11240 - Maid or Houseman	8.76
11270 - Pest Controller	10.93
11300 - Refuse Collector	9.22
11330 - Tractor Operator	10.54
11360 - Window Cleaner	9.75
12000 - Health Occupations	
12020 - Dental Assistant	12.97
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.85
12071 - Licensed Practical Nurse I	14.85
12072 - Licensed Practical Nurse II	16.74
12073 - Licensed Practical Nurse III	18.38
12100 - Medical Assistant	12.11
12130 - Medical Laboratory Technician	13.89
12160 - Medical Record Clerk	12.76
12190 - Medical Record Technician	15.20
12221 - Nursing Assistant I	8.45
12222 - Nursing Assistant II	9.50
12223 - Nursing Assistant III	11.23
12224 - Nursing Assistant IV	12.61
12250 - Pharmacy Technician	12.45
12280 - Phlebotomist	11.51
12311 - Registered Nurse I	23.08
12312 - Registered Nurse II	26.05
12313 - Registered Nurse II, Specialist	26.05
12314 - Registered Nurse III	32.86
12315 - Registered Nurse III, Anesthetist	32.86
12316 - Registered Nurse IV	35.56
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.71
13011 - Exhibits Specialist I	17.60
13012 - Exhibits Specialist II	21.29
13013 - Exhibits Specialist III	22.85
13041 - Illustrator I	17.60
13042 - Illustrator II	21.29
13043 - Illustrator III	22.85
13047 - Librarian	21.62
13050 - Library Technician	14.06
13071 - Photographer I	12.88
13072 - Photographer II	16.00
13073 - Photographer III	19.35
13074 - Photographer IV	20.77
13075 - Photographer V	25.12
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.30
15030 - Counter Attendant	7.30

15040 - Dry Cleaner	9.73
15070 - Finisher, Flatwork, Machine	7.30
15090 - Presser, Hand	7.30
15100 - Presser, Machine, Dry Cleaning	7.30
15130 - Presser, Machine, Shirts	7.30
15160 - Presser, Machine, Wearing Apparel, Laundry	7.30
15190 - Sewing Machine Operator	10.56
15220 - Tailor	11.35
15250 - Washer, Machine	8.20
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.95
19040 - Tool and Die Maker	22.00
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.99
21020 - Material Coordinator	16.94
21030 - Material Expediter	16.94
21040 - Material Handling Laborer	12.72
21050 - Order Filler	11.90
21071 - Forklift Operator	14.73
21080 - Production Line Worker (Food Processing)	14.73
21100 - Shipping/Receiving Clerk	12.50
21130 - Shipping Packer	13.57
21140 - Store Worker I	12.13
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.77
21210 - Tools and Parts Attendant	16.51
21400 - Warehouse Specialist	15.11
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.92
23040 - Aircraft Mechanic Helper	17.14
23050 - Aircraft Quality Control Inspector	21.66
23060 - Aircraft Servicer	18.73
23070 - Aircraft Worker	19.50
23100 - Appliance Mechanic	18.03
23120 - Bicycle Repairer	13.77
23125 - Cable Splicer	22.99
23130 - Carpenter, Maintenance	17.40
23140 - Carpet Layer	16.96
23160 - Electrician, Maintenance	20.62
23181 - Electronics Technician, Maintenance I	16.60
23182 - Electronics Technician, Maintenance II	20.02
23183 - Electronics Technician, Maintenance III	20.76
23260 - Fabric Worker	16.29
23290 - Fire Alarm System Mechanic	19.43
23310 - Fire Extinguisher Repairer	15.91
23340 - Fuel Distribution System Mechanic	19.54
23370 - General Maintenance Worker	15.42
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.58
23430 - Heavy Equipment Mechanic	17.96
23440 - Heavy Equipment Operator	17.52
23460 - Instrument Mechanic	18.53
23470 - Laborer	11.79
23500 - Locksmith	17.09
23530 - Machinery Maintenance Mechanic	18.19
23550 - Machinist, Maintenance	16.58
23580 - Maintenance Trades Helper	13.66

23640 - Millwright	19.64
23700 - Office Appliance Repairer	17.86
23740 - Painter, Aircraft	18.16
23760 - Painter, Maintenance	17.02
23790 - Pipe Fitter, Maintenance	20.60
23800 - Plumber, Maintenance	18.52
23820 - Pneudraulic Systems Mechanic	18.53
23850 - Rigger	18.24
23870 - Scale Mechanic	17.21
23890 - Sheet-Metal Worker, Maintenance	16.58
23910 - Small Engine Mechanic	15.42
23930 - Telecommunication Mechanic I	15.42
23931 - Telecommunication Mechanic II	17.12
23950 - Telephone Lineman	16.58
23960 - Welder, Combination, Maintenance	16.58
23965 - Well Driller	17.01
23970 - Woodcraft Worker	18.53
23980 - Woodworker	14.98
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.69
24580 - Child Care Center Clerk	12.45
24600 - Chore Aid	8.61
24630 - Homemaker	11.77
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.04
25040 - Sewage Plant Operator	18.02
25070 - Stationary Engineer	20.04
25190 - Ventilation Equipment Tender	15.19
25210 - Water Treatment Plant Operator	17.27
27000 - Protective Service Occupations	
(not set) - Police Officer	21.76
27004 - Alarm Monitor	14.25
27006 - Corrections Officer	17.03
27010 - Court Security Officer	19.46
27040 - Detention Officer	18.29
27070 - Firefighter	19.72
27101 - Guard I	10.46
27102 - Guard II	15.15
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.21
28020 - Hatch Tender	17.21
28030 - Line Handler	17.21
28040 - Stevedore I	15.69
28050 - Stevedore II	16.90
29000 - Technical Occupations	
21150 - Graphic Artist	22.09
29010 - Air Traffic Control Specialist, Center (2)	29.85
29011 - Air Traffic Control Specialist, Station (2)	20.59
29012 - Air Traffic Control Specialist, Terminal (2)	22.67
29023 - Archeological Technician I	15.37
29024 - Archeological Technician II	18.33
29025 - Archeological Technician III	22.70
29030 - Cartographic Technician	22.13
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.27
29040 - Civil Engineering Technician	21.29

29061 - Drafter I	12.35
29062 - Drafter II	15.10
29063 - Drafter III	18.76
29064 - Drafter IV	22.70
29081 - Engineering Technician I	17.05
29082 - Engineering Technician II	18.84
29083 - Engineering Technician III	21.16
29084 - Engineering Technician IV	25.53
29085 - Engineering Technician V	29.15
29086 - Engineering Technician VI	32.93
29090 - Environmental Technician	19.40
29100 - Flight Simulator/Instructor (Pilot)	27.45
29160 - Instructor	21.50
29210 - Laboratory Technician	17.23
29240 - Mathematical Technician	22.61
29361 - Paralegal/Legal Assistant I	17.60
29362 - Paralegal/Legal Assistant II	19.46
29363 - Paralegal/Legal Assistant III	23.79
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99050 - Desk Clerk	8.33
99095 - Embalmer	21.22
99300 - Lifeguard	8.91
99310 - Mortician	20.84
99350 - Park Attendant (Aide)	11.17
99400 - Photo Finishing Worker (Photo Lab Tech., Darkroom Tech)	8.91
99500 - Recreation Specialist	14.42
99510 - Recycling Worker	10.54
99610 - Sales Clerk	8.91
99620 - School Crossing Guard (Crosswalk Attendant)	9.56
99630 - Sport Official	7.74

99658 - Survey Party Chief (Chief of Party)	14.97
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.45
99660 - Surveying Aide	8.15
99690 - Swimming Pool Operator	11.78
99720 - Vending Machine Attendant	10.47
99730 - Vending Machine Repairer	11.78
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- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee

where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}**

Conformance Process: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to

compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2455 (Rev. 20) dated 5 June 2003

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Adams, York

WAGE DETERMINATION NO: 94-2455 REV (20) AREA: PA, YORK

WAGE DETERMINATION NO: 94-2455 REV (20) AREA: PA, YORK
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W.Gross
 Director

Division of
 Wage Determinations

Wage Determination No.: 1994-2455
 Revision No.: 20
 Date Of Last Revision: 06/05/2003

State: Pennsylvania

Area: Pennsylvania Counties of Adams, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	9.91
01012 - Accounting Clerk II	11.56
01013 - Accounting Clerk III	13.66
01014 - Accounting Clerk IV	14.85
01030 - Court Reporter	13.91
01050 - Dispatcher, Motor Vehicle	14.35
01060 - Document Preparation Clerk	9.81
01070 - Messenger (Courier)	10.09
01090 - Duplicating Machine Operator	9.81
01110 - Film/Tape Librarian	11.36
01115 - General Clerk I	8.29
01116 - General Clerk II	9.42
01117 - General Clerk III	12.41
01118 - General Clerk IV	13.93
01120 - Housing Referral Assistant	15.24
01131 - Key Entry Operator I	9.94
01132 - Key Entry Operator II	10.24
01191 - Order Clerk I	10.09
01192 - Order Clerk II	14.84
01261 - Personnel Assistant (Employment) I	11.70
01262 - Personnel Assistant (Employment) II	13.14
01263 - Personnel Assistant (Employment) III	14.74
01264 - Personnel Assistant (Employment) IV	16.46
01270 - Production Control Clerk	15.71
01290 - Rental Clerk	10.51
01300 - Scheduler, Maintenance	12.62
01311 - Secretary I	12.62
01312 - Secretary II	13.91
01313 - Secretary III	15.24
01314 - Secretary IV	16.93
01315 - Secretary V	17.53
01320 - Service Order Dispatcher	12.84
01341 - Stenographer I	10.30

01342 - Stenographer II	11.56
01400 - Supply Technician	16.93
01420 - Survey Worker (Interviewer)	13.71
01460 - Switchboard Operator-Receptionist	9.58
01510 - Test Examiner	13.91
01520 - Test Proctor	13.91
01531 - Travel Clerk I	9.14
01532 - Travel Clerk II	9.80
01533 - Travel Clerk III	10.50
01611 - Word Processor I	10.87
01612 - Word Processor II	11.99
01613 - Word Processor III	15.85
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.07
03041 - Computer Operator I	12.48
03042 - Computer Operator II	13.96
03043 - Computer Operator III	17.74
03044 - Computer Operator IV	18.94
03045 - Computer Operator V	21.94
03071 - Computer Programmer I (1)	17.36
03072 - Computer Programmer II (1)	21.51
03073 - Computer Programmer III (1)	23.30
03074 - Computer Programmer IV (1)	24.28
03101 - Computer Systems Analyst I (1)	23.73
03102 - Computer Systems Analyst II (1)	26.60
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.48
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	16.26
05010 - Automotive Glass Installer	15.06
05040 - Automotive Worker	15.06
05070 - Electrician, Automotive	15.70
05100 - Mobile Equipment Servicer	13.76
05130 - Motor Equipment Metal Mechanic	16.70
05160 - Motor Equipment Metal Worker	15.06
05190 - Motor Vehicle Mechanic	16.26
05220 - Motor Vehicle Mechanic Helper	14.41
05250 - Motor Vehicle Upholstery Worker	14.41
05280 - Motor Vehicle Wrecker	15.06
05310 - Painter, Automotive	15.70
05340 - Radiator Repair Specialist	15.06
05370 - Tire Repairer	13.29
05400 - Transmission Repair Specialist	16.26
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.80
07010 - Baker	10.67
07041 - Cook I	8.35
07042 - Cook II	9.82
07070 - Dishwasher	8.80
07130 - Meat Cutter	12.24
07250 - Waiter/Waitress	9.47
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.70
09040 - Furniture Handler	12.23
09070 - Furniture Refinisher	15.70

09100 - Furniture Refinisher Helper	13.10
09110 - Furniture Repairer, Minor	14.41
09130 - Upholsterer	15.70
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.97
11060 - Elevator Operator	9.22
11090 - Gardener	11.34
11121 - House Keeping Aid I	8.80
11122 - House Keeping Aid II	9.96
11150 - Janitor	10.14
11210 - Laborer, Grounds Maintenance	9.51
11240 - Maid or Houseman	8.80
11270 - Pest Controller	13.07
11300 - Refuse Collector	9.68
11330 - Tractor Operator	10.81
11360 - Window Cleaner	10.76
12000 - Health Occupations	
12020 - Dental Assistant	10.96
12040 - Emergency Medical Technician (EMT) /Paramedic/Ambulance Driver	11.84
12071 - Licensed Practical Nurse I	11.23
12072 - Licensed Practical Nurse II	12.60
12073 - Licensed Practical Nurse III	14.10
12100 - Medical Assistant	11.03
12130 - Medical Laboratory Technician	13.60
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.75
12222 - Nursing Assistant II	9.83
12223 - Nursing Assistant III	10.73
12224 - Nursing Assistant IV	12.04
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	17.48
12312 - Registered Nurse II	21.40
12313 - Registered Nurse II, Specialist	21.40
12314 - Registered Nurse III	25.89
12315 - Registered Nurse III, Anesthetist	25.89
12316 - Registered Nurse IV	31.00
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.30
13011 - Exhibits Specialist I	15.65
13012 - Exhibits Specialist II	17.47
13013 - Exhibits Specialist III	22.78
13041 - Illustrator I	15.65
13042 - Illustrator II	17.47
13043 - Illustrator III	22.78
13047 - Librarian	20.60
13050 - Library Technician	12.87
13071 - Photographer I	12.72
13072 - Photographer II	13.92
13073 - Photographer III	14.44
13074 - Photographer IV	21.56
13075 - Photographer V	26.10
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	

15010 - Assembler	7.22
15030 - Counter Attendant	7.22
15040 - Dry Cleaner	9.21
15070 - Finisher, Flatwork, Machine	7.22
15090 - Presser, Hand	7.22
15100 - Presser, Machine, Drycleaning	7.22
15130 - Presser, Machine, Shirts	7.22
15160 - Presser, Machine, Wearing Apparel, Laundry	7.22
15190 - Sewing Machine Operator	9.81
15220 - Tailor	10.33
15250 - Washer, Machine	7.89
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.49
19040 - Tool and Die Maker	18.84
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.13
21020 - Material Coordinator	15.71
21030 - Material Expediter	15.71
21040 - Material Handling Laborer	12.80
21050 - Order Filler	13.41
21071 - Forklift Operator	13.21
21080 - Production Line Worker (Food Processing)	13.64
21100 - Shipping/Receiving Clerk	13.25
21130 - Shipping Packer	13.25
21140 - Store Worker I	10.46
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.08
21210 - Tools and Parts Attendant	13.34
21400 - Warehouse Specialist	13.34
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.88
23040 - Aircraft Mechanic Helper	13.44
23050 - Aircraft Quality Control Inspector	18.56
23060 - Aircraft Servicer	15.20
23070 - Aircraft Worker	12.18
23100 - Appliance Mechanic	15.70
23120 - Bicycle Repairer	13.29
23125 - Cable Splicer	22.63
23130 - Carpenter, Maintenance	15.70
23140 - Carpet Layer	12.73
23160 - Electrician, Maintenance	17.24
23181 - Electronics Technician, Maintenance I	17.90
23182 - Electronics Technician, Maintenance II	18.66
23183 - Electronics Technician, Maintenance III	19.32
23260 - Fabric Worker	15.20
23290 - Fire Alarm System Mechanic	17.88
23310 - Fire Extinguisher Repairer	14.32
23340 - Fuel Distribution System Mechanic	17.88
23370 - General Maintenance Worker	15.06
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.89
23430 - Heavy Equipment Mechanic	17.10
23440 - Heavy Equipment Operator	15.38
23460 - Instrument Mechanic	17.88
23470 - Laborer	10.23
23500 - Locksmith	15.70
23530 - Machinery Maintenance Mechanic	18.10

23550 - Machinist, Maintenance	17.09
23580 - Maintenance Trades Helper	14.41
23640 - Millwright	20.49
23700 - Office Appliance Repairer	16.80
23740 - Painter, Aircraft	15.70
23760 - Painter, Maintenance	15.70
23790 - Pipefitter, Maintenance	18.57
23800 - Plumber, Maintenance	17.08
23820 - Pneudraulic Systems Mechanic	17.88
23850 - Rigger	17.88
23870 - Scale Mechanic	15.91
23890 - Sheet-Metal Worker, Maintenance	16.53
23910 - Small Engine Mechanic	15.06
23930 - Telecommunication Mechanic I	16.60
23931 - Telecommunication Mechanic II	17.18
23950 - Telephone Lineman	17.88
23960 - Welder, Combination, Maintenance	18.35
23965 - Well Driller	17.88
23970 - Woodcraft Worker	17.68
23980 - Woodworker	13.95
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.07
24580 - Child Care Center Clerk	12.55
24600 - Chore Aid	8.92
24630 - Homemaker	13.96
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.88
25040 - Sewage Plant Operator	17.26
25070 - Stationary Engineer	17.88
25190 - Ventilation Equipment Tender	13.44
25210 - Water Treatment Plant Operator	15.70
27000 - Protective Service Occupations	
(not set) - Police Officer	22.38
27004 - Alarm Monitor	9.46
27006 - Corrections Officer	20.02
27010 - Court Security Officer	20.02
27040 - Detention Officer	20.02
27070 - Firefighter	19.08
27101 - Guard I	8.46
27102 - Guard II	9.46
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.91
28020 - Hatch Tender	15.91
28030 - Line Handler	15.91
28040 - Stevedore I	14.42
28050 - Stevedore II	15.70
29000 - Technical Occupations	
21150 - Graphic Artist	18.22
29010 - Air Traffic Control Specialist, Center (2)	29.10
29011 - Air Traffic Control Specialist, Station (2)	20.07
29012 - Air Traffic Control Specialist, Terminal (2)	22.09
29023 - Archeological Technician I	13.49
29024 - Archeological Technician II	15.10
29025 - Archeological Technician III	18.71
29030 - Cartographic Technician	18.71

29035 - Computer Based Training (CBT) Specialist/ Instructor	23.73
29040 - Civil Engineering Technician	18.71
29061 - Drafter I	14.68
29062 - Drafter II	16.48
29063 - Drafter III	18.43
29064 - Drafter IV	18.71
29081 - Engineering Technician I	14.67
29082 - Engineering Technician II	16.47
29083 - Engineering Technician III	18.55
29084 - Engineering Technician IV	18.69
29085 - Engineering Technician V	27.91
29086 - Engineering Technician VI	33.79
29090 - Environmental Technician	18.71
29100 - Flight Simulator/Instructor (Pilot)	24.72
29160 - Instructor	18.22
29210 - Laboratory Technician	13.56
29240 - Mathematical Technician	17.47
29361 - Paralegal/Legal Assistant I	13.65
29362 - Paralegal/Legal Assistant II	16.60
29363 - Paralegal/Legal Assistant III	20.66
29364 - Paralegal/Legal Assistant IV	24.60
29390 - Photooptics Technician	15.88
29480 - Technical Writer	19.64
29491 - Unexploded Ordnance (UXO) Technician I	18.49
29492 - Unexploded Ordnance (UXO) Technician II	22.37
29493 - Unexploded Ordnance (UXO) Technician III	26.81
29494 - Unexploded (UXO) Safety Escort	18.49
29495 - Unexploded (UXO) Sweep Personnel	18.49
29620 - Weather Observer, Senior (3)	18.71
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	20.79
29622 - Weather Observer, Upper Air (3)	18.71
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.91
31260 - Parking and Lot Attendant	9.03
31290 - Shuttle Bus Driver	11.65
31300 - Taxi Driver	10.24
31361 - Truckdriver, Light Truck	11.07
31362 - Truckdriver, Medium Truck	11.75
31363 - Truckdriver, Heavy Truck	15.34
31364 - Truckdriver, Tractor-Trailer	15.34
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.14
99030 - Cashier	8.23
99041 - Carnival Equipment Operator	10.81
99042 - Carnival Equipment Repairer	11.34
99043 - Carnival Worker	8.79
99050 - Desk Clerk	10.07
99095 - Embalmer	18.49
99300 - Lifeguard	9.79
99310 - Mortician	18.49
99350 - Park Attendant (Aide)	12.20
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.97
99500 - Recreation Specialist	13.96
99510 - Recycling Worker	11.89

99610 - Sales Clerk	8.97
99620 - School Crossing Guard (Crosswalk Attendant)	9.16
99630 - Sport Official	9.72
99658 - Survey Party Chief (Chief of Party)	16.34
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.58
99660 - Surveying Aide	10.64
99690 - Swimming Pool Operator	12.42
99720 - Vending Machine Attendant	10.81
99730 - Vending Machine Repairer	12.42
99740 - Vending Machine Repairer Helper	10.81

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

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If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

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- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

EFT Form

**US ARMY CORPS OF ENGINEERS
ELECTRONIC PAYMENTS/DIRECT DEPOSIT**

- 1. The Debt Collection Improvement Act of 1996 provided that Federal payments shall be made by electronic funds transfer (EFT). The Corps issues electronic corporate payments through the Automated Clearing House (ACH) network using the Cash Concentration or Disbursement Plus Addendum (CCD+) payment format. Instead of receiving checks, you will have payments directly deposited into your checking or savings account.**
- 2. The benefits of receiving payments electronically are no lost or stolen checks, no deposit delays, prompt availability of funds, fully traceable payments, and decrease in fraud.**
- 3. EFT/Direct Deposit payments are available for vendors who have active contracts with the Corps sites within the Continental United States. Corps travelers working for these sites should also sign up for EFT.**
- 4. Attached is Form UFC-DISB-4 with instructions that can be used by both vendors and travelers to sign up for Corps EFT payments.**
- 5. Point of contact for questions is Michael Rye, commercial 901-874-8543, DSN 882-8543, Corps email address; t0rmfmtr@cefc.fc, Internet address; Michael.T.Rye@usace.army.mil.**

INSTRUCTIONS FOR COMPLETING FORM UFC-DISB-4

- 1. Vendors and/or travelers should indicate if this is an add as a new Direct Deposit to be set up or a change or cancellation. USACE employees already on payroll Direct Deposit who have not completed a travel form should mark ADD.**
- 2. Include the Corps of Engineers District name (example: Savannah) or EROC (example: K6) that wrote the contract authorizing payment. If more than one District issued contracts, prepare a separate form for each District.**
- 3. Include the name or Company as it appears on the invoice. If the contract was written to Bill and Betty Smith, the bill and Direct Deposit form should include both names not Bill Smith.**
- 4. This address should be the physical address of the business.**
- 5. The city and state that match the physical address.**
- 6. The mailing address should include any and all Remit to/payment addresses that are different from the physical address. (If more space is needed, include an attachment page with all addresses listed). This is VERY IMPORTANT since we load the routing and bank account number on each payment address.**
- 7. Include daytime phone number in case there are questions concerning the completed form.**
- 8. Check if the bank account number furnished is a checking account.**
- 9. Check if the bank account number furnished is a savings account.**
- 10. Include bank account number, one number in each slot. This number can be found on the front of the check.**
- 11. The full name of the bank for the account.**
- 12/13. An accurate address for the bank.**
- 14. The routing number for the bank. It is located on the face of the check. This is always a nine digit NUMBER. Enter one number in each space.**
- 15. Depositor account title is the name registered with the bank on the bank account.**
- 16. For businesses include the IRS tax ID number. For an individual use the social security number.**
- 17. Businesses should have a signature of an officer of the company. Individuals should sign. If the Direct Deposit form/contract is written in the name of Bill and Betty Smith, both individuals should sign.**
- 18. Date of the authorization.**

DIRECT DEPOSIT AUTHORIZATION FORM

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

I hereby authorized U. S. Army Corps of Engineer, hereinafter called USACE, to initiate direct deposit credit entries to my (our) account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to credit the same to such account.

(1) Check One of the following Statements::

I am not currently participating in the Direct Deposit Program.

OR

I am currently participating in the Direct Deposit Program.

() **ADD** - Deposit my payment to the account shown.

() **CHANGE** - Change financial institutions and/or account number.

(2) Installation EROC _____

Name or (Company as shown on invoice): (3)	
Address: (4)	
City: (5)	State: Zip: (5)
Mailing Address (if different): (6)	
Daytime Phone: () (7)	

Contract # (Optional):

If more than one contract, please list on a separate sheet.

Please ask your Financial Institution for your Depositor Account Number and Routing Number

(Indicate which type account to credit)

Type of Depositor Account Please check a box.	Checking (8)	Saving (9)
Depositor Account Number (10)		

Name of Financial Institution: (11)	
Address: (12)	
City: (13)	State: Zip: (13)
Routing Number: (14)	
Depositor Account Title: (15)	

Tax ID Number (TIN) for Business: (16)	
---	--

SIGNATURE: (17) _____ **DATE: (18)** _____

Mail To: USACE Finance Center, ATTN: EFT/DISB, 5722 Integrity Drive, Millington, TN 38054-5005
FORM: UFC-DISB-4

CCR Memorandum



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MARYLAND 21203-1715

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.
2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.
3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.
4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.
5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr.gov/index.cfm> . Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.

- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

- Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002, Subject: Central Contractor Registration (CCR).

James J. Rich
JAMES J. RICH, PhD.
Chief, Contracting Division

LLL Form

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payments.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for the collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____

Page _____ of _____

PAR Example

Performance Assessment Report

☐ Interim ☐ Final ☐ Addendum Period Report: From: To:

SECTION I

1a. Contractor	2a. Contract Number:
Division:	2b. Modification Number
Street 1:	2c. Del/Task Order No:
Street 2:	2d. Initial Value: \$
Street 3:	(Base + Options)
City:	2e. Current Value: \$
State:	3a. Award Date
Zip:	3b. Completion Date:
Country:	
Place of Performance	
1b. CAGE:	
1c. DUNS:	

SECTION II

4a. Contractor POC			4b. Govt Contract Specialist/Administrator			
	Last	First	MI	Last	First	MI
Name:						
Position/Title:						
MACOM:						
Street 1:						
Street 2:						
Street 3:						
City:						
State:						
Zip:						
Country:						
Comm:						
DSN:						
Fax Comm:						
Fax DSN:						
Intl. :						
Intl Fax:						
Email:						

Section III

5. Method of Contract:
☐ Sealed Bid ☐ Negotiated
6. Type of Contract:

<input type="checkbox"/> FFP	<input type="checkbox"/> FPR	<input type="checkbox"/> CC	<input type="checkbox"/> CPFF	<input type="checkbox"/> Rqmts
<input type="checkbox"/> FP-EPA	<input type="checkbox"/> T&M	<input type="checkbox"/> CPIF	<input type="checkbox"/> Labor Hour	<input type="checkbox"/> Agreement
<input type="checkbox"/> FPI	<input type="checkbox"/> CS	<input type="checkbox"/> CPAF	<input type="checkbox"/> ID/IQ	<input type="checkbox"/> Letter
7. Socio-economic Program:
☐ SBSA ☐ W/O ☐ Hub Zone ☐ None
☐ HBCU/MI ☐ SBIR ☐ SDBSA
8. Competition:
☐ Competed Action ☐ Follow on to Completed Action
☐ Not Available for Competition ☐ Not Competed
9. Type of Supply/Service:
☐ Commercial ☐ Non-Developmental Item ☐ Non-Commercial

SECTION IV

10. Business Sector:

<input type="radio"/> Space	<input type="radio"/> Ground Vehicles	<input type="radio"/> Information Technology
<input type="radio"/> Ordnance	<input type="radio"/> Shipbuilding	<input type="radio"/> Science & Technology
<input type="radio"/> Aircraft	<input type="radio"/> Other Systems	<input type="radio"/> Services
<input type="radio"/> Training Systems	<input type="radio"/> Operations Support	

11.a FSCs:

11.b SICs:

12. Description of Requirement:

13. Sub-Contractors:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Ratings:

The following rating standards were used to evaluate the contractor's performance. The following ratings apply to all items in Section V.

Ratings

Exceptional (Dark Blue)
Very Good (Purple)
Satisfactory (Green)
Marginal (Yellow)
Unsatisfactory (Red)

SECTION V (All Business Sectors other than Systems)

14.

a. Quality of Product/Service

b. Schedule

c. Cost Control

d. Business Relations

e. Management of Key Personnel

f. Other (Optional)

SECTION VI

15. Evaluator(s):

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

16. Contracting Officer/Program Manager:

	Last	First	MI	Date Approved by KO/PM:
Name:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

17. Contractor Review:

 Last First MI Position/Title
Name:
 Date PAR Sent To Contractor:
 Date Contractor Received PAR: Date of Receipt of Contractor Response:

 Commercial: DSN:
 FAX Comm: FAX DSN:
 International: Int FAX Comm:
 E-Mail Address:
Comments provided? Yes No If YES, Indicate Number of Pages Attached ()

18. Reviewing Official:

 Last First MI Date Referred:
Name:

 Commercial: DSN:
 FAX Comm: FAX DSN:
 International: Int FAX Comm:
 E-Mail Address:
Reviewing Official Comments, if applicable: () Number of pages Date of Resolution:

19. Source Selection Availability.

 Date of Final Review: Date PAR entered into PPIMS:

Subcontracting Plan Example

MINIMUM DATA REQUIRED FOR SUBMISSION
OF A SUBCONTRACTING PLAN

1. IFB/RFP/Contract Number _____
Company Name _____
President of Co. Name _____
Telephone Number _____
Subcontract Administrator Name _____
Telephone Number _____
Total Amount of Contract \$ _____
Total Amount to be Subcontracted for Base Year

(YOU MUST PROJECT \$\$ AND % FOR EACH OPTION and OPTION YEAR, IF APPLICABLE)

\$ _____

Amount to be subcontracted to Small Businesses:

\$ _____ and % _____

Amount to be subcontracted to Small
Disadvantaged Businesses to include
Historically Black Colleges and Minority
Institutions (HBCU/MI's):

\$ _____ and % _____

Amount to be subcontracted to Women-Owned Small Businesses:

\$ _____ and % _____

Amount to be subcontracted to Hubzone Small Business

\$ _____ and % _____

Amount to be subcontracted to Veteran Owned Small Business:

\$ _____ and % _____

Amount to be subcontracted to Disabled Veteran Small
Business:

\$ _____ and % _____

2. Policy statement or evidence of company's internal guidance and commitment to all Public Laws regarding small businesses (SB), small disadvantaged businesses (SDB's), including Historically Black Colleges and Universities and Minority Institutions (HBCU/MI's), and women-owned small businesses (WOB's). Demonstration of continuing management interest and involvement in support of these programs.
3. Assurances that efforts to increase SB's, SDB's, HBCU/MI's, WOB's and Hub-zone SB's in active vendor base will be taken.
4. Demonstration of outreach efforts and assurances as to how you will provide assistance to SB's, SDB's, HBCU/MI's, WOB's and Hub-zone SB's.
5. Description of the supplies/services to be subcontracted and planned for SB's, SDB's, HBCU/MI's, WOB's and Hub-zone SB's.
6. Description and assurances of efforts, based on previous experience, how SB, SDB, HBCU/MI and WOB concerns will be able to participate in new acquisitions. Description of efforts to ensure that SB, SDB's, WOB's and Hub-zone SB's' will have an equitable opportunity to participate in this acquisition.
7. Discussion of how percentage floors/goals were developed based on planned subcontracting which is challenging, yet realistic. Separate floors for base years and each option, as well as separate floors for SB's, SDB's, WOB's and Hub-zone SB's.
8. The name of the individual who will administer the subcontracting plan and a description of his/her duties.
9. Assurances that your company will include the required clause entitled "Utilization of Small/Disadvantaged Business Concerns" in all subcontracts in excess of \$1,000,000 for construction and \$500,000 for all others.
10. Assurances that the company will submit all required periodic reports and cooperate in any studies or surveys requested by the Baltimore District, Corps of Engineers.
11. Statement whether indirect costs are included/excluded from the proposed floors, and if included, how they will be pro-rated.
12. A recitation of types of records to demonstrate procedures adopted to comply with requirements and floors set forth in the plan; sources lists, etc.

NOTES:

Subcontracting plans are NOT required from Small Businesses

A subcontracting plan is required from large businesses for construction requirements exceeding \$1,000,000 and all services exceeding \$500,000.

If contract contains "OPTIONS", you are required to provide individual floors/goals for **each** option, option year as well as the base year.

This "Sample Plan" lists the minimum requirements expected. You may refer to FAR 19.704 for additional information. This is a sample plan only.

Revised
12/01PH

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence

Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

A. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$6.0M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

(End of provision)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES

UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules

and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
 Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
 Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
--	---

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

LOCAL CLAUSE

STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION

The Standard Form LLL "Disclosure of Lobbying Activities" and Instructions for Completion of SF LLL, Disclosure of Lobbying Activities is located behind Section 00600 (for construction) or Section J (for service and supply).

End of Clause

(CENAB-CT/APR 97)
(FAR 3) (was203-4153)

CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

I, _____, certify that I am the _____ of
the corporation named as bidder/offeror therein, that _____, who
signed this bid/proposal on behalf of the bidder/offeror, was then _____ of said
corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority
of its governing body, and is within the scope of its corporate powers.

By: _____ (Corporate Seal)
(Signature)

(Typed Name of Corporation)

NOTE; A COPRPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST
FILL OUT AND SIGN THIS FORM.

(was204-4005)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-16	Facilities Capital Cost of Money	JUN 2003
52.219-24	Small Disadvantaged Business Participation Program-- Targets	OCT 2000
52.237-1	Site Visit	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a indefinite delivery indefinite quantity, firm fixed price contract resulting from this solicitation.

(End of clause)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

LOCAL CLAUSE

EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS

Evidence of the authority of individuals signing bids/proposals to submit firm bids/proposals on behalf of the bidder/offeror is required except where the bid/offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or nonresponsive bid.

End of Clause

(CENAB-OC APR 1984)
(FAR 4.102)
(was0204-4008)

ARITHMETIC DISCREPANCIES (EFARS 52.0214-5000)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

End of Clause

(CENAB-CT MAY 1995)
(EFARS 14.406-2)
(was214-4009)

CAUTION TO BIDDERS--BID ERRORS

You are cautioned to exercise extreme care in preparation of your bid. Errors in bids are costly and could result in substantial loss to you as well as delayed award of contracts. Actions you can take to avoid errors are:

(a) Make sure your bid takes into consideration all amendments to the IFB. If you are uncertain whether you have received all amendments, call the Baltimore District Office, telephone 410-962-3464 or 410-962-5638, in time to obtain any missing amendment.

(b) If you feel bidding requirements are unclear, contact the Baltimore District Office in writing for an explanation before preparing and submitting your bid.

(c) Verify all quantities and prices, especially quotations from subcontractors. Make sure no line items have been overlooked in recapitulating. Have your bid reviewed by qualified personnel other than those preparing the bid.

(d) Retain all original notes, subcontractor quotations, estimates, and summary worksheets from which your bid was prepared. If you have made a mistake in bid, you will need these papers to determine the nature and amount of an error and to support any request you may make for special relief.

End of Clause

(FAR 14.301/JUN 93)
(was214-4010)

DELIVERY OF BIDS/PROPOSALS

Bids/Proposals may be delivered in person to the Contracting Division, Baltimore District, Corps of Engineers, Room 7000, City Crescent Building, 10 South Howard Street, Baltimore, Maryland 21201.

End of Clause

(CENAB-CT JUL 1993)
(FAR 14.302)
(was 214-4024)

SUBCONTRACTING PLAN SUBMISSION

(a) This provision does not apply to Small Business concerns.

(b) Offerors shall submit with their proposal a Small Business and Small Disadvantaged Business Subcontracting Plan which will be evaluated for compliance with FAR 19.7 and statutory requirements of Public Laws 95-507, 99-661, and 100-656. The plans shall provide comprehensive responses to the requirements of the clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan (FAR 52.0219-0009). The plan, as a minimum, shall include a detailed discussion of the elements set forth in FAR Clause 52.0219-0009(d)(1) through (11).

(c) Additionally, the proposed subcontract plan must demonstrate clear and concise knowledge and understanding of statutory requirements and regulations as it relates to Small Business, Small Disadvantaged Businesses (SDB), Historically Black Colleges and Universities/Minority Institutions (HBCU/MI), Woman Owned Businesses (WOB), and HUBZones.

(d) The proposed plan shall address efforts to broaden SDB/HBCU/MI vendor base, outreach efforts, description of supplies and services to be subcontracted, identification of proposed firms who will be utilized, intended value to be subcontracted and percentage goals for the basic contract and each option year, (if any), which are realistic yet which are realistic yet challenging. Past performance and goal achievement for past performance shall be addressed.

(e) Contractors should use as a guide, the sample format included in Section 00100.

(f) For the purposes of this procurement, the following goals are considered reasonable and achievable during the term of the contract:

45 % a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):

And of that portion placed with small business concerns,

20 % shall be placed with small disadvantaged business concerns, to include HBCU/MI's.

10% to be placed with women owned small businesses;

3% to be placed with HUBZones small businesses;

3% to be placed with Veteran-Owned small businesses;

3% to be placed with Service-Disabled Veteran-Owned small businesses.

End of Clause

(CENAB-CT/ Jan 01)
(52.0219-4076)

SUBCONTRACTING GOALS

Prior to award, the selected large business bidder shall submit an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer, consistent with Section 806b) of Public Law 100-180, 95-507 and PL 99-661.

The following goals are considered reasonable and achievable during the terms of the contract:

45% as a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):

As of that portion placed with small business concerns;

20% shall be placed with small disadvantaged business concerns, to include Historically Black Colleges and Universities and Minority Institutes (HBCU/MI);

10% shall be placed with women owned small businesses;

3% shall be placed with HubZone small businesses;

3% shall be placed with Veteran-Owned small business;

3% shall be placed with Service-Disabled Veteran-owned small business.

End of provision

(52. 0219-4145)

SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(For hand delivered protests) -
U.S. Army Engineer District, Baltimore
ATTN: District Counsel/CENAB-OC
Room 6420, City Crescent Building
10 South Howard Street
Baltimore, Maryland 21201

(For mailed protests) -
U.S. Army Engineer District, Baltimore
ATTN: CENAB-OC
P.O. Box 1715
Baltimore, Maryland 21203-1715

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

End of Clause

(CENAB-CT APR 97)
(FAR 52. 233-0002)
(was 233-4041)

Section M - Evaluation Factors for Award

LOCAL CLAUSES

SUBCONTRACTING PLAN EVALUATION

(a) This provision does not apply to Small Business concerns.

(b) In accordance with AFARS 19.705, all subcontracting plans submitted pursuant to Section L (for all but construction) or Section 00100 (for construction) provision, SUBCONTRACTING PLAN SUBMISSION (52.0219-4076), will be evaluated by the Baltimore District Small Business Office.

(c) Failure to submit and negotiate an acceptable subcontracting plan shall make the offeror ineligible for award of a contract.

(d) Refer to Section L (for all but construction) or Section 00100 (for construction) of this solicitation for specific goals guidance.

End of Clause

(CENAB-CT JUL 1996)
(AFARS 19.7)
(was219-4077)

EVALUATION OF F.O.B. DESTINATION

The items called for in Section B of this solicitation shall be delivered f.o.b. destination. Bids/Offer submitted on a basis other than f.o.b. destination will be rejected as nonresponsive.

End of Clause

(CENAB-CT JUNE 1992)
(FAR 47.305-4(b))
(was0247-4042)

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990